REMARKS

Applicant is in receipt of the Office Action mailed June 10, 2005. Claims 1-35 were rejected. Claim 1 has been amended. Claims 1-35 remain pending in the application.

Section 102 Rejections

Claims 1-35 were rejected under 35 U.S.C. §102(e) as being anticipated by Anderson et al. (U.S. Patent No. 6,209,095), hereinafter "Anderson." Applicant respectfully traverses the rejections in light of the following remarks.

Anticipation under §102(e) requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). As discussed below, Anderson fails to disclose each and every element of the claimed invention.

Claim 1 has been amended to provide further clarity. Support for the amendment may be found in Applicant's specification at least at page 6, lines 18-25.

Claim 1 (as amended) recites, in pertinent part:

A method for forming and verifying a service message for a multi-service environment, said method comprising:
digitally signing one or more message components for a first part of a service message;
digitally signing one or more message components for a second part of said service message;
forming said service message from said first and second parts, and first and second digital signatures of said first and second parts;
receiving said service message at a server;

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partitioning said service message at said server into a first partition and a second partition, wherein said first partition comprises said first part of said service message and said first digital signature, and wherein said second partition comprises said second part of said service message and said second digital signature;

sending said first partition from said server to a first service in said multi-service environment;

verifying only said first part of said service message at said first service using said first digital signature;

sending said second partition from said server to a second service in said multi-service environment; and

verifying only said second part of said service message at said second service using said second digital signature.

In regard to claim 1, Applicant respectfully submits that Anderson does not teach or suggest "partitioning said service message at said server into a first partition and a second partition, wherein said first partition comprises said first part of said service message and said first digital signature, and wherein said second partition comprises said second part of said service message and said second digital signature." The Office Action argued that Anderson teaches or suggests these limitations at col. 39, lines 21-39. At the cited location, Anderson discloses the transmission of a medical record including a first doctor's digital signature to a second doctor, the addition of the second doctor's digital signature to the medical record, and the transmission of the medical record including both digital signatures to a third party. The Office Action argued that Anderson partitions the record through the mere act of adding the second digital signature to the existing information in the record. Applicant respectfully disagrees with this characterization of Anderson and of Applicant's claimed invention.

As recited in pertinent part by Applicant's claim 1, the service message is formed from first and second parts and respective first and second digital signatures, received at a server, and then partitioned at the server. The service message includes the first and second parts and first and second digital signatures <u>before</u> it is received at the server and partitioned at the server. Therefore, the limitation "partitioning said service message" applies to a service message that <u>already includes</u> first and second parts and first and second digital signatures. Even if Anderson's act of adding a second digital signature

could be considered to be an act of partitioning, Anderson performs the act on a record that <u>does not already include</u> two parts and two digital signatures. Accordingly, Anderson cannot teach or suggest <u>both</u> "forming said service message from said first and second parts, and first and second digital signatures of said first and second parts" <u>and</u> "receiving said service message at a server; partitioning said service message at said server into a first partition and a second partition."

Additionally, Applicant respectfully submits that Anderson does not teach or suggest "sending said first partition from said server to a first service," "verifying only said first part of said service message at said first service using said first digital signature," "sending said second partition from said server to a second service," or "verifying only said second part of said service message at said second service using said second digital signature." Again, the Office Action argued that Anderson teaches or suggests these limitations at col. 39, lines 21-39. For the reasons discussed above, Applicant submits that Anderson does not teach or suggest two partitions at the cited location. Furthermore, Anderson does not teach or suggest sending a first partition and a second partition of the same message <u>from the same server</u> to a first service and second service, respectively. Anderson also fails to teach or suggest verifying <u>only</u> the first part of the service message at the first service and verifying <u>only</u> the second part of the service message at the second service.

Regarding similar limitations recited in claim 8, the Office Action argued that Anderson teaches or suggests the similar limitations at col. 23, lines 31-60. At the cited location, Anderson discloses a merchant creating a secure electronic memorandum of a proposed transaction, a consumer receiving and authenticating the memorandum, the consumer creating a secure electronic instrument for payment, and the merchant receiving and authenticating the payment instrument. Applicant notes that the two acts of authentication in Anderson are respectively performed on <u>two different documents, not</u> two partitions of a single service message. There is no teaching or suggestion in Anderson that the memorandum and payment instrument are two partitions of a service message. Furthermore, the memorandum and payment instrument are not partitions of a

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single service message which are sent <u>from the same server</u> to a first service and a second service, respectively.

For at least the reasons discussed above, Applicant respectfully submits that independent claims 1, 8-17, 24, and 31-35 are patentably distinct from Anderson. The remaining dependent claims provide additional limitations to the independent claims and are thus considered allowable for at least the same reasons. Therefore, Applicant submits that claims 1-35 are in condition for allowance. Applicant respectfully requests withdrawal of the §102(e) rejections.

CONCLUSION

In light of the foregoing amendments and remarks, Applicants submit that all pending claims are now in condition for allowance, and an early notice to that effect is earnestly solicited. If a phone interview would speed allowance of any pending claims, such is requested at the Examiner's convenience.

The Commissioner is authorized to charge any fees which may be required, or credit any overpayment, to Meyertons, Hood, Kivlin, Kowert & Goetzel PC Deposit Account No. 50-1505/5181-77401/BNK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard

Respectfully submitted,

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